

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687754847584

अनुबंध तिथि | Generated Date : 08-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3869181](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|--|---|
| प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Health and Family Welfare Services Department संगठन का नाम Organisation Name : Puducherry कार्यालय क्षेत्र Office Zone: Puducherry | पद Designation : Assistant संपर्क नंबर Contact No. : 0413-2272170- ईमेल आईडी Email ID : j.jayaprakasc10023@py.gov.in जीएसटीआईएन GSTIN : 34CHEG02561G1DW पता Address : Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., PONDICHERRY, PUDUCHERRY-605006, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|--|---|
| आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Mission Director(PSHS) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Chairmanc(PSHS) | Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Superintendent ईमेल आईडी Email ID : jao-gp.pon@gov.in जीएसटीआईएन GSTIN : - पता Address: Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., Pondicherry, PUDUCHERRY-605006, India |

| विक्रेता विवरण Seller Details |
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| जेम विक्रेता आईडी GeM Seller ID : C4E4180000350007 कंपनी का नाम Company Name : AKSHAR MARKETING संपर्क नंबर Contact No. : 09821377214 ईमेल आईडी Email ID : aksharmkt@gmail.com पता Address : 202/B,SADHANA IV,Dhuri Complex,AMBADI ROAD, vasai, Maharashtra-401202, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-17-0041856 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AABPA1040P1Z1 |

*जिसके नाम के पक्ष में GST/TAX इनवाइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : Only One machine may be supplied to The Medical Superintendent, Indira Gandhi Government General Hospital and Postgraduate Institute, Puducherry

| उत्पाद विवरण Product Details | | | | | | |
|--|---|-------------------------------|-------------|-------------------------------------|---|---|
| # | आइटम विवरण Item Description | आइटम विवरण Ordered Quantity | इकाई Unit | इकाई मूल्य (INR) Unit Price (INR) | कर विभाजन (INR) Tax Bifurcation (INR) | मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR) |
| 1 | उत्पाद का नाम Product Name : OERTLI Advanced Phacoemulsification Machine, Warranty 5 year ब्रांड Brand : OERTLI ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Advanced Phacoemulsification Machine (Q3) मॉडल Model: CataRhex 3 easy एचएसएन कोड HSN Code: HSN not specified by seller | 2 | pieces | 3,250,000 | NA | 6,500,000 |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 6,500,000 |

| परोक्षिती विवरण Consignee Detail | | | | | | |
|------------------------------------|-----------------------|--------------|--------------------|-------------------|---|---|
| क्र.सं. S.No | परोक्षिती Consignee | वस्तु Item | लॉट नंबर Lot No. | मात्रा Quantity | दिनांक के बाद डिलीवरी शुरू करना है Delivery Start | वितरण पूरा कब तक करना है Delivery To Be Completed |

| | | | | After | By | |
|---|--|---|---|-------|-------------|-------------|
| 1 | पद Designation :- ईमेल आईडी Email ID : con4.hfwSDP.py@gembuyer.in संपर्क Contact : 04368-222450- जीएसटीआईएन GSTIN : - पता Address : Pharmacy Stores, Office of the Medical Superintendent, Government General Hospital, No.63, Kamaraj Street, Karaikal., KARAIKAL, PUDUCHERRY-609602, India | OERTLI Advanced Phacoemulsification Machine, Warranty 5 year | - | 1 | 08-Feb-2024 | 23-Feb-2024 |
| 2 | पद Designation :- ईमेल आईडी Email ID : k.vijayakumar75@py.gov.in संपर्क Contact :- जीएसटीआईएन GSTIN : - पता Address : Pharmacy Stores, O/o The Medical Superintendent, Indira Gandhi Govt. General Hospital and Post Graduate Institute, No 1 Victor Simonel Street, PuduCherry., PONDICHERRY, PUDUCHERRY-605001, India | OERTLI Advanced Phacoemulsification Machine, Warranty 5 year | - | 1 | 08-Feb-2024 | 23-Feb-2024 |

Product Specification for OERTLI Advanced Phacoemulsification Machine, Warranty 5 year

| विनिर्देश Specification | उप-विनिर्देश Sub-Spec | मूल्य Value |
|-----------------------------|---|---|
| Generic | Operating Manual | Yes |
| | Display Screen Size | 14 inch |
| | Shelf Life | 10 year |
| | Power Supply | 220-240V AC, 50 Hz |
| | Cataract Analysis & Setting Application(CASA)- provided | No |
| | Item Description | Advanced Phacoemulsification Machine |
| | Clinical Purpose | Used in Cataract Surgery to emulsify the cataract while the pump aspirates particles through the tip |
| Certification and Standards | Conform To Standard | ISO 13485 |
| Certification and Standards | Certificates | EU-CE |
| Fluidics | Aspiration Flow rates | 60 CC/Min |
| | Vacuum Level - Venturi Pump | 550mm Hg - 600mm Hg |
| | Pump Type | Peristaltic |
| | Vacuum Level - Peristaltic Pump | 600mm Hg - 650mm Hg |
| | Reflux | Gravity Fed |
| | Venting | Fluid |
| | Features | Active Fluidic should detect & Compensate for dynamic changes during surgery, Advance Fluidic with Sensor for Vacuum & Irrigation |
| | Vacuum & Aspiration Flow Rate | Proramable Linear Control |
| Ultrasound | Frequency | 31 kiloHertz |
| | Handpiece | Phaco, Irrigation |
| | Pulse Type | Short |
| | Micro-Pulse Technology Mode | Continuous |
| | Hand Piece Compatibility with Tips | 30 Degree, 45 Degree, Angled |
| | Tips | Silicon Sleeves |
| | Phaco Capability | Longitudinal technology |
| | Pulse Rate | Upto 250 Pulses/Sec |
| | Phaco Handpiece | Piezoelectric 4 crystals, Slim & Lightweight, Autoclavable Hand piece |
| | Ultrasound Facilities | Capability to perform MICS with 2.2mm supported with Disposables, Duty Cycle should be Adjustable |
| | Recording Backup In | |

| | | |
|--------------------------|---|---|
| Technical Specifications | hours | NA |
| | Real Time Data blending of Phaco Syatem data and surgery video | Yes |
| | Foot pedal control | I(Irrigation),IA(Infusion,Aspiration),IAP(Infusion,Aspiration, Phaco) |
| | UPS Power-Min | 2 kiloVolt |
| | Cutting | Submodes Cut ICA,IAC cut with Panel and linear cut control by Foot Pedal |
| | Other Features/Equipments | Inbuilt Compressor,Console with Mayo Tray and Stable Castors,Ergonomic Wireless Footswitch,Ability to drive pneumatic/guillotine cutter for anterior vitrectomy,Remote Control,Graphic User Interface with voice feedback,Memory card,ForcepsPhaco Disposable,Laminar Flow Wrench,Laminar Flow Phaco Tips,Coaxial Handpiece,Coaxial Handpiece Tip,Sterlization Tray,UPS with inbuilt batteries,Other medical tools,Test Chambers,FMS cassetts,Tubing SetsOthers |
| Anterior vitrectomy | Cut Rate in Cuts/minute | 4000 |
| | Cutter | 23g |
| Warranty | Warranty Duration | 5 year |
| Mantaienence | Maximum downtime for breakdown calls | 36 hour |
| | Yearly Maintainence | Every year in addition to all breakdown calls in warranty period |
| | Spares, Consumables and Accessories | Suppliers will ensure delivery as per requirement |
| | CMC/CAMC included with Detail | No |
| Test Reports | Submission of Test Report | Yes |
| | Product conformity certificate is to be provided to the buyer at the time of supply | Yes |
| Dimensions | Dimensions(WxLxH) in cm | 220x241x183 |

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for OERTLI Advanced Phacoemulsification Machine, Warranty 5 year

| सेवा वर्ष Service Year | सीएमसी प्रतिशत CMC Percentage | कर द्विभाजन Tax Bifurcation |
|---|---------------------------------|-------------------------------|
| CMC charges for 1 st year after warranty period in % of cost of equipment | 5% | NA |
| CMC charges for 2 nd year after warranty period in % of cost of equipment | 6% | |
| CMC charges for 3 rd year after warranty period in % of cost of equipment | 7% | |

खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for OERTLI Advanced Phacoemulsification Machine, Warranty 5 year

| विनिर्देश Specification | मूल्य Value |
|---------------------------|---|
| Technical Evaluation | The technical evaluation will be done by demonstrating the offered model with the requisite specifications. Bidders who did not demonstrate the offered model will be rejected outrightly and no communication will be entertained. |
| Additional | In addition to the GeM Golden parameters, offered product of the bidder shall also match with the additional specifications uploaded in the ATC and technical evaluation will be done as per GeM & additional specifications in the ATC, and the bidders shall quote the equipment accordingly. Product not meeting with required technical specifications in Buyer Added Bid Specific Additional ATC will be rejected. |

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-09-18 09:00:00
2. तक बढ़ाया गया | Extended Upto : 2023-09-27 09:00:00

सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory

completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC. Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

- CMC charges for 1st year after warranty period- Percentage to be indicated- A1
- CMC charges for 2nd year after warranty period- Percentage to be indicated- A2
- CMC charges for 3rd year after warranty period - Percentage to be indicated- A3
- CMC charges for 4th year after warranty period - Percentage to be indicated- A4
- CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

- (i) Number of years for which CMC required.
- (ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{(A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4})\}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

ईपीबीजी विवरण | ePBG Detail

| | |
|---|---------------------|
| सलाहकार बैंक Advisory Bank : | State Bank of India |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | 8.00 |
| बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions | |

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:2 effective from 07-11-2022

- 1.1
1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
 4. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
 5. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address,telephone numbers, e

mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

6. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
7. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
8. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
9. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
10. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
11. Software: All software updates should be provided free of cost during warranty period.
12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3.2 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The country of origin may be specified in the bid. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self-declaration with respect to above order must be submitted.

2. The supplier shall be required to perform the following services:

- a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- b) Turnkey work (if any).
- c) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- d) Supplying required number of operation & maintenance manual for the goods.
- e) All software updates should be provided free of cost during Warranty period.

3. The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

4. The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

5. During Warranty and CAMC period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

6. The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser/buyer and the Supplier for the period as mentioned in Bidding Document after the completion of warranty period.

7. The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

8. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in M SE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation shall be eligible for exemption from E MD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

a) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods / items to be supplied as per Tender.

b) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

9. The bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of "Manufacturer Authorization Form" and enter into a contractual obligation.

10. The Manufacturer should have supplied and installed in last two years from the date of Tender opening, at least 50% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily. The bidder quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.

11. The bidder should enclose the following certificates without fail.

a) Documentary evidence related to Past Performance as asked in the Experience Criteria.

b) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.

c) Copies of audited balance sheet and profit & loss account as per tender requirement, if any.

d) Product catalogues/Data Sheets for the quoted items.

e) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, IEC-60601 part-1 & part-2 etc.,

f) Product certification, manufacturer certification/licenses.

g) Bidder particulars i.e Name of Bidder, Address, Name of Manufacturer & address and name and contact details of the person to whom all references shall be made regarding this tender inquiry.

12. The payment will be made within 45 days from the submission of the original installation report (with the signature and seal of the end user) along with the original supplier invoice copy of the product to this office (Government Pharmacy). It's the responsibility of the bidder to submit all the original installation reports along with the invoice to this office for prompt payment. Further, if any queries relating to the payment issues beyond 45 days from the submission of required documents kindly contact the "Accounts Section of the Pondicherry State Health Society, Puducherry".

13. The bidder should demonstrate the offered model to the technical committee for approval. The date of demonstration will be intimated after the post evaluation of eligibility criteria.

14. The date of demonstration of the offered product will be communicated only to the qualified bidders who met the required experience, OEM Authorization and certificates required in ATC as per the bid document.

15. Within Thirty (30) days from date of the issue of contract by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to three percent (8%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

16. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

i) It shall be in any one of the forms namely Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of the Purchaser/buyer.

ii) The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

17. The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:

a) Fixed Deposit Receipt

b) Bank Guarantee

c) Insurance Surety Bond

18. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 100 days, the EMD shall be valid for 145 days from Techno – Commercial Tender opening date. i.e next day of last date of bid submission. As Demand Draft is valid for only 90 days, EMD may be taken in the any of form mentioned at sl.No.17.

3.4 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

3.5 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3.6 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

3.7 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3.8 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.9 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3.10 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.11 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3.12 OEM:

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

3.13 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3.14 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.15 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.16 Warranty:

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

3.17 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

3.18 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 4 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

3.19 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.